



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-7997

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
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**Michael D. Antonovich**  
Fifth District

July 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RATIFY A METROPOLITAN MEDICAL RESPONSE SYSTEM AGREEMENT  
WITH UNITED STATES DEPARTMENT OF HOMELAND SECURITY**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Ratify approval of the Metropolitan Medical Response System (MMRS) Agreement (Exhibit I) in the amount of \$280,000 awarded on August 23, 2003 from the United States Department of Homeland Security (Department of Homeland Security) to sustain and enhance response capabilities by the County of Los Angeles (County) Department of Health Services (DHS) Emergency Medical Services (EMS) in response to a mass casualty, disaster, or terrorist attack, effective retroactively to September 30, 2003 through September 29, 2004, with no net cost to the County.
2. Delegate authority to the Director of Health Services, or his designee, to sign any subsequent amendments to this agreement and related certifications and advances to this agreement and subsequent amendments as needed, to accept additional funds on substantially similar terms upon review and approval by County Counsel and subsequent notification to the Board of Supervisors.
3. Delegate authority to the Director of Health Services, or his designee, to sign any forthcoming agreements with Department of Homeland Security and other Federal agencies with terms substantially similar to those in the preceding Fiscal Year's (FY) 2003-04 MMRS Agreement, to accept funds for FY 2004-05 to continue development of MMRS capabilities, upon review and approval by County Counsel and subsequent notification of the Board of Supervisors of the signing of any such agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Approval of the recommended actions will ratify the Agreement effective retroactive from September 30, 2003 for enhanced response capabilities. This Agreement has been funded through the MMRS Program Grant.

The Agreement will sustain and enhance the response capabilities by EMS through: 1) updated planning and procedures for responding to terrorism events; 2) maintenance of pharmaceutical equipment and supplies; 3) ongoing training and exercise activities; and 4) expansion of existing local-State mutual-aid capabilities, in response to a mass casualty, disaster, or terrorist attack, as part of the Federal MMRS Program. The MMRS is the only program which directly supports linkages among all the local elements essential to managing the medical and public health response to a mass casualty, disaster, or terrorist attack.

DHS is also seeking delegated authority to enter into subsequent amendments and forthcoming Department of Homeland Security and other Federal Agency agreements and grants with substantially similar terms to timely accept funding to continue to sustain and enhance the response capabilities of EMS.

FISCAL IMPACT/FINANCING:

The total cost of the Agreement is \$280,000 which is 100% funded by Department of Homeland Security to support operations of the MMRS. There is no net County cost. The funding period is effective retroactively to September 30, 2003 through September 29, 2004.

On August 23, 2003, Department of Homeland Security awarded \$280,000 to EMS. Funding for this Agreement is included in FY 2003-04 Adopted Budget and the FY 2004-05 Adopted Budget. Funds will be available upon Board approval from Department of Homeland Security to meet the projected need.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 6, 1996, as a result of a heightened concern that Los Angeles County could be a potential target of terrorists, the Board of Supervisors instructed the County's Emergency Management Council to form a counter-terrorism working group and instructed participating departments to aggressively seek funding from all sources to train, equip, and prepare response plans for potential terrorism attacks anywhere in Los Angeles County.

On September 16, 1997, the Board approved an agreement with Department of Health and Human Services which provided a maximum of \$450,000 to the County. The funding was to be used to develop the Metropolitan Medical Strike Team System for the MMRS Program to plan for responding to terrorism events and to purchase pharmaceuticals and equipment necessary to treat up to 1,000 victims of chemical, biological, radiological nuclear and explosive terrorism attacks. The term of the original agreement was from September 23, 1997 through December 28, 1998.

The Board subsequently approved Amendment Nos. 1 through No. 4 to extend the agreement term through June 30, 2003 and to continue funding to the agreement.

On December 7, 1999, the Board approved Contract No. U90/CCU917012-01 with the Federal Centers for Disease Control and Prevention (CDC) to create a model system for bioterrorism preparedness detection surveillance and response.

On March 1, 2003, the Department of Homeland Security assumed responsibility for implementation of the MMRS Program.

EMS will administer this program on behalf of the County.

The Honorable Board of Supervisors  
July 29, 2004  
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The recommended actions are consistent with DHS' goal of providing excellence of service to the residents of the County.

County Counsel has reviewed the Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The MMRS is the only program which directly supports linkages among all the local elements essential to managing the medical and public health response to a mass casualty, disaster, or terrorist attack. Therefore, this Agreement is not an appropriate candidate to be advertised on the Los Angeles County online web site.

DHS has determined that this is not a Proposition A contract and, therefore, the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the MMRS Agreement will enable EMS to sustain and enhance its MMRS response capabilities and to invoice Department of Homeland Security for costs incurred by the County for those MMRS activities.

When approved, this Department required three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:cvm

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCD3317:CVM  
cvm:07/29/04

**SUMMARY OF AGREEMENT AMENDMENT****1. Type of Service:**

Metropolitan Medical Response System (MMRS) Agreement along with funding from the United States Department of Homeland Security (Department of Homeland Security) will provide enhanced response capabilities by the Emergency Medical Services (EMS) through: 1) updated planning and procedures for responding to terrorism events; 2) maintenance of pharmaceutical equipment and supplies; 3) ongoing training and exercise activities; and 4) expansion of existing local-State mutual-aid capabilities, for response to a mass casualty, disaster, or terrorist attack.

**2. Agency Addresses and Contact Persons:**

Federal Emergency Management Agency (FEMA)  
Region 9 - National Preparedness Division  
1111 Broadway Street, Suite 1200  
Oakland, California 94607-4052  
Contact: James Macaulay  
Telephone: (510) 627-7009

**3. Term:**

Effective retroactively to September 30, 2003 through September 29, 2004. The contract may be terminated by convenience in writing by the Department of Homeland Security, in whole or in part.

**4. Financial Information:**

The total cost of the Agreement is \$280,000 which is 100% funded by Department of Homeland Security to support operations of the MMRS. There is no net County cost. The agreement period is to be effective retroactively to September 30, 2003 through September 29, 2004.

On August 23, 2003, Department of Homeland Security awarded \$280,000 to EMS. Funding for this Agreement is included in FY 2003-04 Adopted Budget and will be requested in future fiscal years. Funds will be available upon Board approval from Department of Homeland Security into the EMS' MMRS account to meet the projected need.

**5. Facilities to be served:**

The MMRS is available Countywide to support: 1) LAC+USC MC, 2) Harbor/UCLA MC, 3) Martin Luther King/Charles R. Drew MC, 4) Rancho Los Amigos NRC, 5) Olive View/UCLA MC, 6) High Desert HS, and for local/State cooperative disaster response capability enhancement deployment.

**6. Approvals:**

Emergency Medical Services: Carol S. Meyer, Director

Contract Administration: Irene E. Riley, Director

County Counsel: Edward A. Morrissey, Deputy County Counsel

CAO Budget Unit: Greg Polk, Budget Analyst

**EXHIBIT I**

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

PROGRAM SUPPORT CENTER

- METROPOLITAN MEDICAL RESPONSE SYSTEM -

CONTRACT NUMBER: 233-03-0072

AWARDED ON AUGUST 23, 2003

PERIOD FROM:  
SEPTEMBER 30, 2003 THROUGH SEPTEMBER 29, 2004

AGREECD3317:CVM  
cvm:07/29/04

## AWARD / CONTRACT

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

1 29

2. CONTRACT (Proc. Inst. Ident.) NO.  
233-03-00723. EFFECTIVE DATE  
09/30/20034. REQUISITION / PURCHASE REQUEST PROJECT NO.  
000135

5. ISSUED BY

CODE

DHHS/Program Support Center  
Administrative Operations Service  
Division of Acquisition Management  
Room 5-101, Parklawn Building  
5600 Fishers Lane  
Rockville, MD 20857

6. ADMINISTERED BY (If other than Item 5)

CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

LA County Department of Health Services  
Emergency Medical Services Agency  
5555 Ferguson Dr., Suite 220  
Commerce, CA 90022

8. DELIVERY

N/A FOB ORIGIN

N/A OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES  
(4 copies unless other-  
wise specified) To THE  
ADDRESS SHOWN IN:

ITEM

See Section G.2.

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

N/A

12. PAYMENT WILL BE MADE BY

CODE

See Section G.2.

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN  
COMPETITION:☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 253(c) ( 02 )

14. ACCOUNTING AND APPROPRIATION DATA

7030700 H974438 25.2Z

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

TITLE: MMRS Fiscal Year (FY) 2003 Program Support  
TYPE: Firm Fixed Price

PERIOD OF PERFORMANCE: September 30, 2003, through September 29, 2004

This contract is awarded unilaterally.

15G. TOTAL AMOUNT OF CONTRACT \$ 280,000

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## CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Signature not required

20A. NAME OF CONTRACTING OFFICER

Michele Trotter

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

19C. DATE SIGNED

BY \_\_\_\_\_  
(Signature of person authorized to sign)BY Michele Trotter  
(Signature of Contracting Officer)

8/23/03

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. CONSIDERATION

\*Amount - \$ 280,000

The Contractor shall be reimbursed upon submission of an invoice and completion and acceptance by the Project Officer, of the required deliverable items as indicated below. Invoices shall be submitted in accordance with the instructions contained in FAR Clause 52.232-25, Prompt Payment and Section G of this contract.

PAYMENT SCHEDULE

ITEM	AMOUNT OF PAYMENT*
SOW #1 Inventory of Capability Report	\$ <u>50,000</u>
SOW #2 Sustainment Plan	\$ <u>150,000</u>
SOW #3 Submit an Operational Verification Report and	\$ <u>80,000</u>
SOW #4 Document MMRS Expansion Efforts (Optional)	

## SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

### C.1. TITLE

Metropolitan Medical Response System FY 2003 Program Support, including inventory of response capabilities, sustainment, operational verification; and, optional operational area expansion and local-State cooperative capability enhancement, including enhanced mutual-aid.

### C.2. BACKGROUND

The Metropolitan Medical Response System (MMRS) Program was initiated in 1997 by the Federal Government, beginning with 25 of the United States' largest metropolitan areas fulfilling contract requirements (deliverables) intended to enhance that respective jurisdiction's planning and preparedness to respond to a mass casualty WMD terrorist attack. The expectation of each contract was that each metropolitan area, concurrent with completing their respective contracting requirements, would sequentially implement and "carry out other actions that are required locally to assure that the MMRS is operational within ... award of this contract."

The U.S. Department of Homeland Security (DHS), Emergency Preparedness and Response Directorate, is responsible, as of March 1, 2003, for the implementation of the Metropolitan Medical Response Program (MMRS). The MMRS Program is the only Federal program which directly supports the linkages among all the local elements essential to managing the medical and public health response to a mass casualty WMD terrorist attack. One hundred and twenty-two (122) jurisdictions in the United States have contracted with the Federal Government to participate in the MMRS Program.

These jurisdictions' contracts were to provide initial assistance to develop an integrated WMD response plan, purchase special pharmaceuticals and equipment, and to identify the training requirements for a MMRS as the principal resource in responding to the health and medical consequences of a nuclear, biological, chemical, radiological, and/or explosive Weapon of Mass Destruction (WMD) event. Additionally, the MMRS approach has resulted



in an improved local response to the health and medical consequences of all natural and technological disasters. This MMRS response capability has been built from the successful combination of multiple sources of Federal, State and local funding.

Of the 122 MMRS jurisdictions, the following have expired contracts, and as such, require a new contract to meet the DHS mandate to continue MMRS Program implementation. These jurisdictions include: Boston, Massachusetts; New York, New York; Philadelphia, Pennsylvania; Miami and Jacksonville, Florida; Memphis, Tennessee; Detroit, Michigan; Chicago, Illinois; Milwaukee, Wisconsin; Indianapolis, Indiana, Columbus and Cleveland, Ohio; San Antonio, Houston, Dallas, Austin, Ft. Worth and El Paso, Texas; Kansas City, Missouri; Denver, Colorado; Phoenix, and Tulsa, Arizona; Honolulu, Hawaii; Los Angeles, San Diego, San Francisco, San Jose and Sacramento, California; Nashville, Tennessee; Minneapolis, Minnesota; Albuquerque, New Mexico; Oklahoma City, Oklahoma, St. Louis, Missouri; and Portland, Oregon.

The current Federal Government challenge is to continue supporting these MMRS system components and partnerships with the local, State and Federal Government agencies, as well as the health care providers within each MMRS jurisdiction's planning and preparedness area. These cooperative planning activities and interactions must be preserved; skilled personnel must be retained; specialized stockpiles and equipment maintained, and local response plans periodically validated to assure operational capability to treat WMD-exposed victims, administer prophylaxis to those at risk, and ensure exposure avoidance for the remaining population.

### C.3. PURPOSE

The purpose of this contract is to provide sustainment of enhanced response capabilities in MMRS jurisdictions gained through completion of baseline contract deliverables (e.g., updated planning and procedures, the maintenance of pharmaceuticals/equipment and supplies caches, ongoing training, and exercise activities); and, optionally, to expand existing jurisdictions' operational area and/or undertake local-State cooperative capability enhancement,

including enhanced mutual-aid, for response to a WMD mass casualty event.

#### C.4. DUPLICATION OF FEDERAL BENEFITS

Jurisdictions are advised that there is to be no duplication of Federal benefits in executing these MMRS contracts. No other Federal funding, from the Department of Homeland Security, or any other Federal executive branch entity, may be used to pay for the same services and commodities paid for under this contract.

#### C.5. STATEMENT OF WORK

Submit an inventory of capabilities (Deliverable 1). This report shall constitute an inventory of response capabilities (existing, enhanced and expanded) that are a result of your MMRS planning, equipping, training, and exercising efforts. This report shall discuss your response capabilities such as system linkages, personnel, and enhancements or increases in response area coverage. Additionally, this report shall identify all equipment and pharmaceuticals that you currently have available to respond to a WMD event. Multiple funding sources shall be identified as well as the assets acquired from each source. Note: Include equipment and pharmaceuticals funded/procured from MMRS contracts, DOJ grants, DHHS grants, DOD grants, FEMA grants, DHS and State/local purchases. Present the equipment and pharmaceutical information in a spreadsheet format that identifies your assets and sources. This report shall be based on your MMRS planning components and identify additional assets/requirements that you expect the Federal Government to provide (e.g., the SNS, NDMS resources, etc.) and additional health care professionals required to implement a local mass casualty/surge care response to a WMD event.

This MMRS inventory of capabilities should also incorporate:

- the activities of other applicable Federal programs. If this MMRS inventory of response capabilities does not incorporate such Federal programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS

capabilities, and this explanation should also provide recommendations on how to resolve these obstacles and challenges.

- the activities of applicable State/regional response programs, including, but not limited to: alert and notification protocols, threat event assessments, available resources and current intra-State and inter-State working agreements, the identification of Statewide training, etc. If this MMRS inventory of response capabilities does not incorporate such State/regional programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS capabilities, and this explanation should also provide recommendations on how to resolve these obstacles and challenges.
- a description of the geographical area included in MMRS planning and preparedness, including mutual-aid and other cooperative agreements, descriptions for the existing, enhanced, or expanded MMRS jurisdictional area. This description can be subdivided by functional capability, as required. For example, the MMRS hospital planning and preparedness geographical area may extend beyond the geographical planning area for other WMD functional response capabilities. The intent of this description is to include neighboring jurisdictions, as appropriate (even if such planning areas expand prior MMRS jurisdictional planning areas). MMRS jurisdictions are encouraged to define not only existing planning areas, but also to consider expanding planning and preparedness needs, as necessary.

Submit a Sustainment Plan (Deliverable 2). This Sustainment Plan should include estimates of the resources (human and material) necessary to sustain and enhance MMRS activities in your MMRS jurisdictional area for a period of two years. The first year should correspond to Federal fiscal year 2004 (October 1, 2003 through September 30, 2004). The second year should correspond to Federal fiscal year 2005 (October 1, 2004 through September 30, 2005).

The first year is intended as the sustainment execution year

- when you will procure, utilize, and implement sustainment activities and resources. The second year is intended as the sustainment planning year and is where you should project your jurisdiction's needs and provide information needed for national MMRS Program planning.

There are four broad categories to include in this Sustainment Plan: Response Plan Maintenance, Pharmaceuticals/Equipment Cache Maintenance, Training and Exercises. The discussion for the Sustainment Plan should reference your MMRS planning components as the basis for your planned sustainment efforts. The Sustainment Plan discussion should include, in detail, the new and increased costs incurred to support a MMRS jurisdiction's existing WMD response capabilities. These costs should be identified as increases in units of resources (such as for equipment, personnel hours, training material, etc). Additionally, this Sustainment Plan should include a discussion, by category, that explains, in detail, for each line item, the total amount of projected funding required to sustain existing MMRS capabilities for the period of two years.

Many jurisdictions have received resources from local, State and Federal sources. Your jurisdiction may have received funding from some or all of these program sources for your WMD planning and preparedness efforts. Ultimately, these resources were integrated in support of your MMRS planning components. In your Sustainment Plan, these local, State and Federal resources should be identified, by program, and included, in a spreadsheet format, as an attachment to this Sustainment Plan. The following information should also be included in this Sustainment Plan deliverable:

- A. A discussion on the ongoing process of preserving integrated MMRS planning activities, including expanded efforts to incorporate new partnerships. This discussion should include:
  - frequency and cost of existing and expanded steering committee meetings with an updated membership roster (e.g., existing and potentially expanded participation);
  - frequency, cost and methods you will use to update and integrate your MMRS planning components into

- your jurisdiction's and your State's Emergency Operations Plans and related documents (including mutual-aid agreements, etc.) and any additional planning efforts you identify as required to specifically sustain your MMRS;
- an updated budget showing estimated vs. actual expenditures of original MMRS funds (e.g., \$600,000, special project funding, etc.) and any additional planning efforts you identify as required to specifically maintain, enhance, or expand the MMRS;
  - information on individual salaries needed to support this SOW; and
  - any additional planning efforts you identify as required to specifically maintain, enhance, or expand the MMRS.
- B. The Sustainment Plan should clearly identify the expenses, above prior existing response programs (e.g., USAR, HazMat, etc.) to procure and sustain MMRS pharmaceutical and equipment needs and a two-year phased approach to maintaining and rotating these supplies (e.g., including chain-of-custody costs, etc.). In particular, this discussion should:
- include reference to your MMRS planning components and a discussion of methods you have implemented, or you propose to implement, that reduce the cost burden of pharmaceutical rotation; and
  - in the event of a bioterrorism event, include those planning and response capabilities, and applicable costs, required to support the effective receipt and distribution of Strategic National Stockpile (SNS) commodities.
- C. In the training category, your MMRS training plan components shall be referenced for proposed sustained training methods. Discussion considerations shall be given to the applicability of your proposed Sustainment Plan to two broad sub-categories: ongoing training and exercises. Within the ongoing training category, include a plan to address the continuous turnover of personnel and the attendant requirements to maintain a cadre of trained personnel from all agencies. The

scope of personnel trained to support and sustain your MMRS planning and preparedness activities shall include public health agency staff, community public affairs personnel, health care provider personnel, first responders, emergency management personnel, and others (as applicable).

When discussing the sustainment of exercises, information should be provided on the frequency, type of exercise(s), and any innovative methods that you have developed to support your exercise program. Your discussion should clearly identify the incremental costs that exercising the MMRS would incur above existing required exercise programs for your response community: e.g., first responders, health care providers, hospitals, public health officials, emergency managers, and others (as applicable), etc. Other community-based exercises may be referenced when discussing the sustainment of exercises. For example, the Community Hazards Emergency Response Capability Assurance Program (CHER-CAP), formerly the Comprehensive HazMat Emergency Response Capability Assessment Program, can be utilized to support the MMRS program. CHER-CAP Program methodologies may assure and validate MMRS and MMRT capability enhancements and key program components including, but not limited to: activation/notification procedures, a Concept of Operations Plan, a Bioterrorism Plan, specially trained responders and equipment, public information, coordination protocols, customized pharmaceuticals, plans for the prophylaxis of an affected population, etc.

Your Sustainment Plan shall include an appendix (Appendix B is included as an example) that contains a two-year planning template. Each jurisdiction has approached MMRS planning from a unique perspective; this template is to be considered as a minimum example and shall be adjusted according to individual MMRS needs.

Submit an Operational Verification Report (Deliverable 3). The Operational Verification Report should reference your MMRS planning components, and should

describe how your MMRS shall manage the coordination of response to a biological WMD event, including BioWatch sensor reports for those jurisdictions which have this capability, and provide examples supporting that your biological plan has achieved operational capability. This report should also provide detailed documentation citing examples supporting the statement that your MMRS has achieved an operational response capability to a chemical, biological, radiological, nuclear and high explosive WMD event(s). Your examples may include full-scale exercises, tabletop exercises or actual response activities (e.g., HazMat incidents, surge care/mass casualty events) that demonstrate a MMRS planning component operational capability. Your Sustainment Plan (Deliverable 2) should support a continued assessment of this operational capability.

Document MMRS Expansion Efforts (Deliverable 4; Optional). Contract funding is available to support operational area expansion of current MMRS jurisdictions incorporating additional, contiguous jurisdictions within their MMRS planning, preparedness and response geographical area and for WMD planning, preparedness and response initiatives with State/regional governments/organizations. This "regional" approach is a hallmark of the MMRS Program and achieves efficiency and economy by providing protection for a greater at-risk population, and by incorporating more highly trained response personnel (e.g., hospitals, etc.) and special-purpose resources (e.g., pharmaceuticals, equipment, etc.). Some States have already achieved, or are initiating efforts to achieve, State-wide/MMRS planning and preparedness. To complete this deliverable, the documentation for MMRS area expansion efforts should include:

- Name(s) of new jurisdiction(s) to be incorporated in MMRS planning and preparedness;
- Name, title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added jurisdiction;
- A statement from both the existing MMRS jurisdiction and the new "partnering"

- jurisdiction(s) that they are both committed to achieving this expanded MMRS planning and preparedness area;
- A statement detailing the assistance to be provided by the existing MMRS jurisdiction to the "partnering" MMRS jurisdiction(s) and the assistance to be provided by the "partnering" MMRS jurisdiction(s) to the existing MMRS jurisdiction (e.g., the resources each jurisdiction will commit, to include, but not be limited to first responder units, medical treatment facilities, emergency management/emergency operation center support, qualified specialists, planning and preparedness development and maintenance, joint training/exercises, etc.);
  - A statement that mutual aid/mutual assistance agreements exist, or that they will be developed, to provide for first responder and medical treatment personnel reciprocity and liability protection;
  - A statement that the plans, policies, and procedures of the expanded operational area will be compatible with the Department of Homeland Security National Incident Management System; and
  - A two-year estimate of MMRS program costs for (a) the parent jurisdiction and (b) the new "partnering" jurisdiction(s) for achieving WMD operational capabilities in the designated expanded MMRS planning and preparedness area.

If discussing MMRS existing jurisdictional expansion and State capability enhancement, this deliverable should include:

- Name(s) of new State jurisdiction(s) and State organizations to be incorporated in MMRS planning and preparedness;
- Name, title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added State jurisdiction and State organization;
- A statement describing the scheduled activities and expected outcomes in the first year of



- cooperative engagement;
- A two-year cost estimate to include the new State jurisdiction(s) and State organization(s) planning and preparedness;
- A statement that the plans, policies, and procedures developed will be compatible with the Department of Homeland Security National Incident Management System;
- A statement that the State jurisdiction(s) and State organization(s) will comply with Department of Homeland Security, and other Federal Government guidance regarding communications interoperability, chemical/biological/nuclear/radiological detection and identification protocols, and other operational capability enhancement activities.

SECTION D - PACKAGING AND MARKING

D.1. MARKING

All information submitted to the Project Office or the Contracting Officer shall clearly indicate the number of the contract and the deliverable for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Inspection and acceptance of all services called for by the contract shall be made by the PSC Contracting Officer in conjunction with the Project Officer.

E.2. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporated one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es).

<http://www.arnet.gov/far/>

(End of clause)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The period of performance for this contract shall be September 30, 2003, through September 29, 2004, unless extended by modification.

F.2. REPORTING REQUIREMENTS AND DELIVERABLES

The items specified for delivery below are subject to the review and approval of the Project Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Project Officer.

The Contractor shall submit the following items in the quantities and during the period listed below.

<u>Description</u>	<u>Quantity</u>	<u>Due Date</u>
SOW #1 Inventory of Capability Report	2	11/14/2003
SOW #2 Sustainment Plan (includes Planning Template)	2	01/28/2004
SOW #3 Operational Verification Report	2	06/28/2004
SOW #4 Document MMRS Expansion Efforts (Optional)	2	06/28/2004
Monthly Progress Reports*	3	15 <sup>th</sup> day of each month

\*Provide monthly progress reports that describe activities undertaken the previous month and the progress of contract deliverables, as provided below. By the fifteenth (15<sup>th</sup>) of each month, these reports shall be sent to the Program Support Center (PSC) Contracting Officer, and to the Project Officer, Emergency Preparedness and Response Directorate, U.S. Department of Homeland Security. These reports shall describe successful endeavors and encountered barriers. Any barrier encountered shall be accompanied with a plan to resolve the issues. Include all meeting minutes that relate to MMRS development.

NOTE: All deliverables shall be provided in electronic versions (disk), CD, or email and shall contain the number of the contract.

One copy of all deliverables shall be furnished to Mr. Dennis Atwood, MMRS Program Manager, Metropolitan Medical Response System Program, Emergency Preparedness and Response Directorate, U.S. Department of Homeland Security, 500 C Street, SW., Washington, D.C. 20472. Mr. Atwood may be reached by e-mail at: [mmrsadmin@fema.gov](mailto:mmrsadmin@fema.gov)

One copy of all progress reports and the final report shall be furnished to Michele Trotter, Contracting Officer, AOS/PSC/DHHS, 5600 Fishers Lane, Room 5-101, Rockville, MD 20857. Ms. Trotter may be reached by e-mail at: [mtrotter@psc.gov](mailto:mtrotter@psc.gov)

F.3. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es).

<http://www.arnet.gov/far>.

(End of clause)

52.242-15 Stop-Work Order (AUG 1989)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. COMPENSATION

As consideration for full and faithful performance of work stated in the schedule, the Government shall pay the Contractor the firm fixed price as shown in Section B.

Payment will be made in accordance with the schedule provided in Section B, upon presentation of proper vouchers and upon receipt and acceptance by the Government of the services specified in the schedule.

G.2. VOUCHER SUBMISSION

1. In accordance with SECTION I FAR Clause 52.232-25, Prompt Payment, a proper voucher shall include the following items:
  1. Name and address of the Contractor.
  2. Date of voucher.
  3. Contract number.
  4. Name and address of Contractor official to whom payment is to be sent.
  5. Name, title, phone number, and mailing address of person to be notified in the event of a defective voucher.

In addition to the information required by SECTION I, FAR Clause 52.232-25, Prompt Payment, the following information is also required for submission of a proper voucher.

- (a) Signature of an authorized official certifying the voucher to be correct and proper for payment;
- (b) Tax identification number (employer's identification number) or social security number.
- (c) One original voucher complete with all required

back-up documentation shall be submitted to Contracting Officer and addressed to:

HHS, Program Support Center  
Division of Acquisition Management, AOS  
Parklawn Building, Room 5-101  
5600 Fishers Lane  
Rockville, MD 20857  
Contract Number:

Three copies of the voucher with all required back-up documentation shall be submitted to:

HHS/PSC/FMS/DFO Commercial Payments Section  
Parklawn Building, Room 16A-12  
5600 Fishers Lane  
Rockville, MD 20857  
Contract Number:

All vouchers must show the MMRS Program Manager's name and phone number on the face page as follows:

Mr. Dennis Atwood  
(202) 646-2699

All calls concerning contract payment shall be directed to the general helpline for contract payments on (301) 443-6766.

### G.3. TECHNICAL MONITORING

Performance of the work under this contract shall be subject to the technical monitoring of the Project Officer. The term "Technical Monitoring" is defined to include, without limitation, the following:

- a. Technical directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statement of work.
- b. Providing information to the Contractor for assistance in the interpretation of drawings, specifications or technical portions of the work description.

- c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which (i) constitutes an assignment of additional work outside the general scope of the contract; (ii) constitutes a change as defined in the contract clause entitled "Changes"; (iii) in any manner causes an increase or decrease in the total estimated contract cost, the fixed fee or the time required for contract performance; or (iv) changes any of the expressed terms, conditions, or specifications or the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed within his/her authority under this provision.

If, in the opinion of the Contractor any instruction or direction issued by the Project Officer is within one of the categories as defined in (i) through (iv) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in his opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause of the contract. The Contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."



G.4. PROJECT OFFICER

The Project Officer responsible for the technical requirements covered by this contract, as contemplated by Section G.3., "Technical Monitoring" will be designated at a later date.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. ADVANCE NOTIFICATION AND APPROVAL OF SUBCONTRACTORS AND CONSULTANTS

The Contractor shall provide a list of any activities to be subcontracted by the Contractor and the proposed subcontractors. Prior to placing any subcontract, the Contractor shall receive written approval by letter from the Contracting Officer. Also, the Contractor shall provide a list of any activities that it proposes to use a consultant to accomplish. Prior to engaging any consultant, the Contractor shall receive written approval by letter from the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1. 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

# I.2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

(End of clause)

## a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses

FAR		
<u>Clause No.</u>	<u>Title and Date</u>	
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000

FAR		
<u>Clause No.</u>	<u>Title and Date</u>	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices Alternate I	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignments of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed Price Alternate I	AUG 1987
52.244-5	Competition in Subcontracting	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 1996
52.246-25	Limitation of Liability Services	DEC 1996
		FEB 1997



FAR		
<u>Clause No.</u>	<u>Title and Date</u>	
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed Price Supply and Service)	APR 1984

- b. Department of Health and Human Services Acquisition Regulation (HHSAR)  
(48 CFR Chapter 3) Clauses

HHSAR		
<u>Clause No.</u>	<u>Title and Date</u>	
352.202-1	Definitions	JAN 2001
352.232-9	Withholding of Contract Payments	APR 1984
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	JAN 2001
352-270-4	Pricing of Adjustments	JAN 2001
352-270-6	Publications and Publicity	JUL 1991
352-270-7	Paperwork Reduction Act	JAN 2001

SECTION J - LIST OF ATTACHMENTS

1. Appendix A - Sustainment Planning Evaluation Instrument
2. Appendix B - Sustainment Template

PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K - REPRESENTATIONS AND CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS

- |     |               |  |
|-----|---------------|--|
| 1.  | FAR 52.203-2  | Certificate of Independent Price Determination   |
| 2.  | FAR 52.203-11 | Certification and Disclosure Regarding Payment to<br>Influence Certain Federal Transactions            |
| 3.  | FAR 52.204-3  | Taxpayer Identification  |
| 4.  | FAR 52.204-5  | Women-Owned Business (Other Than Small Business)   |
| 5.  | FAR 52.209-5  | Certification Regarding Debarment, Suspension, Proposed<br>Debarment, and Other Responsibility Matters |
| 6.  | FAR 52.215-6  | Place of Performance   |
| 7.  | FAR 52.219-1  | Small Business Program Representations   |
| 8.  | FAR 52.222-22 | Previous Contracts and Compliance Reports  |
| 9.  | FAR 52.222-25 | Affirmative Action Compliance  |
| 10. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting<br>Requirements   |
| 11. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting  |
| 12. | P.L. 103-227  | The Pro Children Act of 1994   |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.)

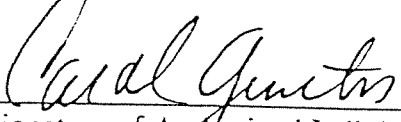
The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

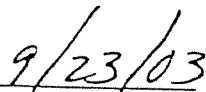
LA County DHS  
Emergency Medical Services Agency

Contract No. 233-03-0072

(Name of Offeror)

(RFP No.)

  
(Signature of Authorized Individual)

  
(Date)

Carol Gunter  
Acting Director

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.1. 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3. 52.204-3 Taxpayer Identification. (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: EIN 93 6000927.

[ ] TIN has been applied for.

[ ] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☒ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## K.4. 52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \* is a women-owned business concern.

(End of provision)

## K.5. 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [\*] have not ~~[X]~~, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [\*] are not ~~[\*]~~ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not ~~[X]~~, within a three-year period preceding this offer, had one or more contracts terminated for



default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6. 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, ☒ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the

offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

(End of provision)

K.7. 52.219-1 Small Business Program Representations. (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561439.

(2) The small business size standard is \$5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [ ] is, ☒ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as

part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision -

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case

of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8. 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

- (a) It \* has \* has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It \* has \* has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9. 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.10. 52.222-38 Compliance with Veterans' Employment Reporting Requirements. (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on

Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.11. 52.223-13 Certification of Toxic Chemical Release Reporting (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☒ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☒ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their

corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located in the United States or its outlying areas.

(End of provision)

K.11. P.L. 103-227 The Pro-Children Act of 1994

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

# Equal Employment Opportunity is

## THE LAW

### Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

#### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals

### Private Employment, State and Local Government, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

#### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

#### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applications and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities

### Programs or Activities Receiving Federal Financial Assistance

#### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment

discrimination is covered by Title V if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes; or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.



with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

## **VIETNAM ERA AND SPECIAL DISABLED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 219-9430, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

with reasonable accommodations that do not impose undue hardship.

## **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

## **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these Federal laws.

If you believe that you have been discriminated against under any laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L. Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

## **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibit employment discrimination on the basis of disabilities in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

# APPENDIX A

# Two-Year Sustainment Planning Evaluation Instrument

Jurisdiction Evaluated:

## Deliverable # 1: Assessment of Capability

Reference: SOW #1.

Submit an inventory of capabilities.

To complete SOW #1, DHS requires a report that constitutes an inventory of MMRS response capabilities (existing, enhanced and expanded) that are a result of your MMRS planning, equipping, training and exercising efforts.

Specifically, this report should include a discussion on:

- 1.01 ☐ Response capabilities, such as system linkages and personnel.
- 1.02 ☐ Enhancements or increases in response area coverage.
- 1.03 ☐ The identification of all equipment and pharmaceuticals that you currently have available to respond to a WMD event. This information should be provided in a spreadsheet format that identifies assets acquired from multiple funding sources: e.g. equipment/pharmaceuticals purchased/procured from MMRS contracts, DoJ grants, DHHS grants, DoD grants, FEMA grants, DHS allocations and State/local and State/local purchases.
- 1.04 ☐ The identification of additional assets/requirements that you expect the Federal Government to provide (e.g., the SNS, NDMS resources) and any additional health care professionals required to implement a local mass casualty/surge care response to a WMD event.
- 1.05 ☐ The activities of other applicable Federal programs (Note: if this MMRS inventory of response capabilities does not incorporate such Federal programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS capabilities, and this explanation should also provide recommendations on how to resolve these obstacles and challenges).
- 1.06 ☐ The activities of applicable State/regional response programs, including but not limited to: alert and notification protocols, threat event assessments, available resources and current intra-State and inter-State working agreements, the identification of Statewide training, etc. If this MMRS inventory of response capabilities does not incorporate such State/regional programs, an explanation should be provided describing the obstacles and challenges preventing coordination with existing MMRS capabilities and recommendations should be provided that intend to resolve these obstacles and challenges.

- 1.07 ☐ The identification, including a description, of the geographical area included in MMRS planning and preparedness, including mutual-aid and other cooperative agreements for the existing, enhanced, or expanded MMRS jurisdictional area. (Note: this description can be subdivided by functional capability, as required. For example, the MMRS hospital planning and preparedness geographical area may extend beyond the geographical planning area for other WMD functional response capabilities. The intent of this description is to include neighboring jurisdictions, as appropriate, even if such planning areas expand prior MMRS jurisdictional planning areas. MMRS jurisdictions are encouraged to define not only existing planning areas, but also to consider expanding planning and preparedness needs, as necessary.)

## **Deliverable # 2: A Completed One -Year MMRS Sustainment Plan**

Reference: SOW #2.

### Response Continuation Plan Maintenance.

To complete SOW #2, DHS requires a plan, with estimates of the resources (human and material) necessary to sustain MMRS planning activities in your MMRS jurisdictional area for a period of two years. The first year should correspond to Federal fiscal year 2004 (October 1, 2003 through September 30, 2004). The second year should correspond to Federal fiscal year 2005 (October 1, 2004 through September 30, 2005).

The first year is intended as the sustainment execution year – when you will procure, utilize, and implement sustainment activities and resources. The second year is intended as the sustainment planning year and is where you should project your jurisdiction's sustainment needs and provide information needed for national MMRS program planning.

There are four broad categories to include in this MMRS Sustainment Plan: Response Plan Maintenance, Pharmaceuticals/Equipment Cache Maintenance, Training and Exercises. The discussion for the Sustainment Plan should reference your MMRS planning components as the basis of your planned sustainment efforts. The Sustainment Plan discussion should include, in detail, the new and increased costs incurred to support a MMRS jurisdiction's existing WMD response capabilities. These additional costs should be identified as increases in units of resources (such as for equipment, personnel hours, training material, etc). Additionally, this Sustainment Plan should include a discussion, by category that explains, in detail, for each line item, the total amount of projected funding required to sustain existing MMRS capabilities for the period of two years.

Many jurisdictions have received resources from local, State and Federal sources. Your jurisdiction may have received funding from some or all of these program sources for

your WMD planning and preparedness efforts. Ultimately, these resources were integrated in support of your MMRS planning components. In your Sustainment Plan, these local, State and Federal resources should be identified, by program, and included, in a spreadsheet format, as an attachment to this Sustainment Plan.

A. The Sustainment Plan should also contain a discussion on the ongoing process of preserving integrated MMRS planning activities, including expanded efforts to incorporate new partnerships. This discussion should include:

- 2.01 ☐ The frequency and cost of existing and expanded steering committee meetings with an updated membership roster (existing and expanding participants).
- 2.02 ☐ The frequency, cost and methods you will use to update and integrate your MMRS planning components into your jurisdiction's and your State's emergency operations plans, and any additional planning efforts you identify as required to specifically sustain your MMRS.
- 2.03 ☐ An updated budget showing estimated vs. actual expenditures of original MMRS funding (e.g., \$600,000.00, special project funding, etc.).
- 2.04 ☐ Information on individual salaries needed to support this SOW.
- 2.05 ☐ Any additional planning efforts you identify as required to specifically maintain, enhance, or expand the MMRS.

B. The Sustainment Plan should clearly identify the expenses, above prior existing response programs (e.g., USAR, HazMat, etc.) to procure and sustain MMRS pharmaceutical and equipment needs and a two-year phased approach to maintaining and rotating these supplies (e.g., including chain-of-custody costs, etc.). This discussion should also include:

- 2.06 ☐ Methods you have implemented, or methods you propose to implement, that reduce the cost burden of pharmaceutical rotation, with specific attention to:

Pharmaceuticals

- ☐ Doxycycline
- ☐ Ciprofloxacin
- ☐ 2 PAM
- ☐ Repacking bottles for tablets
- ☐ Mark I Trainer Kits
- ☐ Mark I Kits
- ☐ Valium
- ☐ Atropine
- ☐ Diazepam Auto Injector

- ☐ Thermo Luminescent Dosimetry Badge
- ☐ Thyroid Blocker
- ☐ Other (please document)

Equipment

- ☐ Decon Equipment
- ☐ PPE
- ☐ Surveillance/agent ID (test strips)
- ☐ Warranty
- ☐ Other (please document)

- 2.07 ☐ Identify those planning and response capabilities, and applicable costs, required to support the effective receipt and distribution of Strategic National Stockpile (SNS) commodities.

C To sustain training, the Sustainment Plan should reference your MMRS training plan components for proposed sustained training methods. Discussion considerations should incorporate two broad sub-categories: ongoing training and exercises. Within the training category, your discussion should include:

- 2.08 ☐ A plan to address the continuous turnover of personnel and the attendant requirements to maintain a cadre of trained personnel from all agencies.

- 2.09 ☐ The scope of personnel trained to support and sustain your MMRS planning and preparedness (to include public health agency staff, community public affairs personnel, community health care providers, first responders, emergency management personnel, and others, as applicable). Specifically:

- ☐ HazMat Tech
- ☐ Emergency Medical Technician
- ☐ NBC/WMD detection/monitoring equipment
- ☐ Self-contained breathing apparatus
- ☐ Chemical protective clothing
- ☐ Firefighter Academy
- ☐ Police Academy
- ☐ CPR certification
- ☐ First Aid certification
- ☐ Confined space
- ☐ Safety Officer
- ☐ Appropriate medical training (M.D., R.N., Paramedic, etc)
- ☐ Hospital
- ☐ Law enforcement
- ☐ Incident Command
- ☐ PIO
- ☐ Bomb Squad

☐ Other

- 2.10 ☐ Information on the frequency, type of exercise(s), and other innovative methods that you have developed to support your exercise program.
- 2.11 ☐ Identification of the incremental costs that exercising the MMRS would incur above existing required exercise programs for first responders, health care providers, hospitals, public health officials, emergency managers, and others, as applicable. Other community-based exercises may be referenced when discussing the sustainment of exercises. For example, the Community Hazards Emergency Response Capability Assurance Program (CHER-CAP), formerly the Comprehensive HazMat Emergency Response Capability Assessment Program, can be utilized to support the MMRS Program. CHER-CAP Program methodologies may assure and validate MMRS and MMRS capability enhancements and key program components including, but not limited to: activation/notification procedures, a Concept of Operations Plan, a Bioterrorism Plan, specially trained responders and equipment, public information, coordination protocols, customized pharmaceuticals, plans for the prophylaxis of an affected population; etc.
- 2.12 ☐ Completion of a two-year planning template.

(Note: Attachment F is included as an example template. Each jurisdiction has approached MMRS planning from a unique perspective; this template is to be considered as a minimum example, adjusted according to individual MMRS needs.)

### Deliverable # 3: Operational Verification

Reference: SOW #3.

To complete SOW #3, DHS requires you to submit a report, referencing your MMRS planning components that describes how your MMRS manages the coordination of a response to a biological WMD event, including BioWatch sensor reports for those jurisdictions which have this capability. This report should also provide detailed documentation citing examples supporting the statement that your MMRS has achieved an operational response capability to a chemical, biological, radiological, nuclear and high explosive WMD event(s).

Specifically, this report should include:

- 3.01 ☐ Examples of full-scale exercises, tabletop exercises or actual response activities (HazMat incidents, surge care/mass casualty events) that demonstrate an



integrated MMRS planning component operational capability. The Sustainment Plan (Deliverable 2) should support the continued assessment of this operational capability.

#### Deliverable # 4: MMRS Expansion Efforts (Optional)

To complete SOW #4, DHS requests that you document the contract funding that is available to support operational area expansion of current MMRS jurisdictions incorporating additional, contiguous jurisdictions within their MMRS planning, preparedness and response geographical area and for WMD planning, preparedness and response initiatives with State/regional governments/organizations. This "regional" approach is a hallmark of the MMRS Program and achieves efficiency and economy by providing protection for a greater at-risk population, and by incorporating more highly trained response personnel (e.g., hospitals, etc.) and special-purpose resources (e.g., pharmaceuticals, equipment, etc.). Some States have already achieved, or are initiating efforts to achieve, State-wide/MMRS planning and preparedness. To complete this deliverable, the documentation for MMRS area expansion efforts should include:

4.01 ☐ Name(s) of new jurisdictions to be incorporated in MMRS planning and preparedness.

4.02 ☐ Name, title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added jurisdiction.

4.03 ☐ A statement from both the existing MMRS jurisdiction and the new "partnering" jurisdiction(s) that they are both committed to achieving this expanded MMRS planning and preparedness area.

4.04 ☐ A statement detailing the assistance to be provided by the existing MMRS jurisdiction to the "partnering" MMRS jurisdiction(s) and the assistance to be provided by the "partnering" jurisdiction (e.g., the resources each jurisdiction will commit, to include, but not be limited to first responder units, medical treatment facilities, emergency management/emergency operation center support, qualified specialists, planning and preparedness development and maintenance, joint training/exercises, etc.).

4.05 ☐ A statement that mutual aid/mutual assistance agreements exist, or that they will be developed, to provide for first responder and medical treatment personnel reciprocity and liability protection.

4.06 ☐ A statement that plans, policies, and procedures of the expanded operational area will be compatible with the Department of Homeland Security National Incident Management System.

4.06 ☐ A two-year estimate of MMRS program costs for (a) the parent jurisdiction and (b) the new "partnering" jurisdiction(s) for achieving WMD operational capabilities in the designated expanded MMRS planning and preparedness area.

If discussing MMRS existing jurisdictional expansion and State capability enhancement, this deliverable should include:

4.07 ☐ Name(s) of new State jurisdiction(s) and State organizations to be incorporated in MMRS planning and preparedness.

4.08 ☐ Name title, and contact information (e.g., daytime telephone number, mailing address and email address, etc.) for a point-of-contact by each added State jurisdiction and State organization.

4.09 ☐ A statement describing the scheduled activities and expected outcomes in the first year of cooperative engagement.

4.10 ☐ A two-year estimate to include the new State jurisdiction(s) and State organization(s) planning and preparedness.

4.11 ☐ A statement that the plans, policies, and procedures developed will be compatible with the Department of Homeland Security National Incident Management System.

4.12 ☐ A statement that the State jurisdiction(s) and State organization(s) will comply with Department of Homeland Security, and other Federal Government guidance regarding communications interoperability, chemical/biological/nuclear/radiological detection and identification protocols, and other operational capability enhancement activities.

Note: Duplication of Federal Benefits

Jurisdictions are advised that there is to be no duplication of Federal benefits in executing these MMRS contracts. No other Federal funding, from the Department of Homeland Security, or any other Federal executive branch entity, may be used to pay for the same services and commodities paid for under this contract.

## APPENDIX B

	Year 1	Year 2	Cumulative Totals
<b>Pharmaceuticals</b>			
Doxycycline			\$0
Ciprofloxacin			\$0
2 PAM			\$0
Repacking bottles for tablets			\$0
Mark I Trainer Kits			\$0
Mark I Kits			\$0
Valium			\$0
Atropine			\$0
Diazepam Auto Injector			\$0
Thermo Luminescent Dosimetry Badge			\$0
Thyroid Blocker			\$0
Other			\$0
<b>Pharmaceutical Total</b>	\$0	\$0	\$0
<b>Equipment</b>			
Decon equipment			\$0
PPE			\$0
Surveillance/agent ID (test strips)			\$0
Warranty			\$0
Other			\$0
<b>Equipment Total</b>	\$0	\$0	\$0
<b>Training</b>			
HazMat Tech			\$0
Emergency Medical Technician			\$0
NBC/WMD detection/monitoring equipment			\$0
Self-contained breathing apparatus			\$0
Chemical Protective Clothing			\$0
Firefighter Academy			\$0
Police Academy			\$0
CPR certification			\$0
First Aid Certification			\$0
Confined Space			\$0
Safety Officer			\$0
Appropriate Medical Training (M.D., R.N., Paramedic, etc.)			\$0
Hospital			\$0
Law Enforcement Training			\$0
Incident Commander Training			\$0
Other			\$0
<b>Exercises</b>			
Team Activation			\$0
Team Internal Communication			\$0
Full Scale Exercise			\$0
Multiple Casualty Incident Exercise			\$0
HAZMAT Mutual Aid Exercise			\$0
Tri-annual seldom used skills			\$0
Other			\$0
<b>Training/Exercise Total</b>	\$0	\$0	\$0
<b>MMRS Planning Maintenance (quarterly steering committee meetings, plan updates, salaries, etc)</b>			
	\$0	\$0	\$0
<b>Other</b>	\$0	\$0	\$0
<b>Yearly Totals</b>	\$0	\$0	\$0

## APPENDIX C

County of Los Angeles Department of Health Services  
Emergency Preparedness Activities

1. Pharmaceuticals and Vaccines
  - Established 6 local pharmaceutical caches
  - Placed Disaster Caches stocked with chemical antidotes on all Paramedic Vehicles
  - Developed a Mass Immunization Plan for Smallpox Vaccinations
  - Working on a plan for the Receipt and Distribution of the National Pharmaceutical Stockpile
2. Laboratory
  - Implementation of Real-time PCR assays for BT agents
  - Established automated laboratory reporting of reportable diseases. Piloted with Kaiser hospitals
3. Surveillance
  - Implementation of ER Syndromic Surveillance in sentinel hospitals
  - Development of a daily Coroners report and follow up on suspicious cases
  - Development of a Public Health Epi Rapid Response Team
  - Piloting web-based reporting of reportable diseases from infection control practitioners and hospitals
4. Planning
  - Development of Smallpox Plan
  - Development of Pre-event Phase 1 Smallpox Vaccination Plan
5. Training and Education
  - Staff trained for Speakers Bureaus to give community presentations on BT
  - Provided over 100 educational programs to the healthcare community on terrorism related subjects
  - Developed and distributed *Response Protocols to Possible Chemical – Biological – Radiological – Nuclear – Explosive (CBRNE) Incidents* to Fire and Police Departments and Hospitals.
  - Distributed *Bioterrorism Syndrome* poster to hospitals and physicians
  - Distributed *Smallpox Response Algorithm* to hospitals
  - Developed a wallet card *Epidemiologic Clues to Potential Terrorist Incidents*
  - Development of a draft *Bioterrorism Information and Treatment Guidelines for Hospitals and Clinicians*
  - Distributed over 35,000 brochures to the community on BT
6. Communication
  - Developed Los Angeles BT website
  - Developed the Health Alert System Training and Education (HASTEN) secure web portal and mass communication alert system

- Integrated DHS's Emergency contact list into HASTEN
- Partnering with the "Western States Alliance" neighboring Health Alert Network states to integrate communication in the Western states
- Public Health provided technology to log into Visual Confidential Morbidity Report (VCMR) reportable disease system from the field (wireless web)
- Upgrading the County-wide Integrated Radio System (CWIRS) high frequency hand held radios
- Purchased combo satellite/cell phones for key Public Health Disaster staff